

**FREDERICK COUNTY DIVISION OF UTILITIES
& SOLID WASTE MANAGEMENT
FREDERICK, MARYLAND**

PROPOSAL FORM

SANITARY SEWER AND WATER VERTICAL PROJECTS

Project Name

FREDERICK COUNTY CONTRACT NO. _____

Prepared By: _____

REVISION NO.	DATE	DESCRIPTION
Revision 1	08/06/97	Revised Attachment "A", Sheet 2

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NOTE: Contractor must also submit Certificate of Insurance in compliance with Article 23 of the Frederick County Maryland General Conditions and Standard Specifications for water mains, sanitary sewers and related structure.

PROPOSAL

OWNER: **Frederick County, Maryland**

PROPOSAL ON PROJECT NO.: _____

Made this _____ day of _____, 20_____

By _____

Business Address

The Bidder declares that the only person, firm, or corporation or persons, firms, or corporations that has or have any interest in this proposal, or in the contract or contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporate making a proposal for the same work; that the attached information for Bidder Special Provisions and form of contract, and the General Specifications, Standard Details, and drawings therein referred to, have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work to contract with the Owner in the form on contract hereto attached, to do the required work in the manner set forth in the Special Provisions, General Specifications, Standard Details, and as shown by the drawings.

The unit prices on the attached and signed proposal forms are to include and cover the furnishings of all materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, and means for performing the work and the doing of all the above mentioned work, in the manner set forth, described, and shown in the Special Provisions, General Specifications, Standard Details, and on the contract drawings, within the prescribed time. If this proposal shall be accepted by the Owner and the undersigned shall refuse or neglect, within ten days after receiving the contract for said Owner may at its option, determine that the Bidder has abandoned the contract and thereupon the proposal and the acceptance thereof shall be forfeited to and become the property of said Owner.

NOTE: The Bidder of Bidders must sign here, and the address for each must be given. In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporation, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses, and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm, or by the officer or agent of the corporation who signs the proposal.

Receipt acknowledged of the following addenda:

<u>No.</u>	<u>Acknowledged By:</u>
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1.	<hr/>
2.	<hr/>
3.	<hr/>
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8.	<hr/>
9.	<hr/>
10.	<hr/>

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PROPOSAL FORM

CONTRACT NO. _____

Date: _____

Bidder: _____

Print Name: _____

Signature: _____

Name of Business: _____

Business Address: _____

ITEM NO.	DESCRIPTION	QTY. (Approximate)	UNITS	UNIT PRICE	TOTAL PRICE
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108	<u>SEWER</u> Construction of the _____ and other work, complete in place as specified and indicated in the contract documents.	1	LS		
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ITEM NO.	DESCRIPTION	QTY. (Approximate)	UNITS	UNIT PRICE	TOTAL PRICE
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310	<u>WATER</u> Construction of the _____ and other work, complete in place as specified and indicated in the contract documents.	1	LS		
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PROPOSAL FORM

CONTRACT NO. _____

Date: _____

Bidder: _____

Print Name: _____

Signature: _____

Name of Business: _____

Business Address: _____

ITEM NO.	DESCRIPTION	QTY. (Approximate)	UNITS	UNIT PRICE	TOTAL PRICE
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CONTINGENT ITEMS

601	Excavation and stone backfill below subgrade, per Frederick County Specifications Section 2200, Article 3.c.		CY		
602	Test pit excavation and backfill		CY		
603	Excavation and granular backfill below subgrade, per Frederick County Specifications Section 2200 Article 3.c.		CY		
604	Borrow Trench backfill as authorized by the Engineer		CY		
605	Furnishing, placing, maintaining, and removing super silt fence in addition to that shown on the contract drawings.		LF		
606	Furnish Engineer's and Inspector's office per Frederick County Specifications Section 1800, Article 1.C.5		LS		

TOTAL PROPOSED AMOUNT \$ _____

ADD 10 % CONTINGENCIES \$ _____

TOTAL CONTRACT AMOUNT \$ _____

TOTAL CONTRACT AMOUNT:

Written in Words

We shall complete the contract in _____ calendar days following the notice to proceed.

CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT made this _____ day of _____, 20_____, by and between _____, hereinafter called the "Contractor" and FREDERICK COUNTY, MARYLAND, a body corporate and politic, hereinafter call the "OWNER."

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

Article I. Scope of Work. The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in workmanlike manner all the work required for the construction of the Frederick County, Maryland, Department of Engineering and Planning contract designated No. _____, all in strict accordance with the Contract drawings and specifications including any and all addenda, prepared by Division of Utilities & Solid Waste Management Engineers, which Contract drawings and specifications are made a part of the Contract, and in strict compliance with the Contractor's proposal and the other sections of the Contract documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

Article II. The Contract Price. The Owner shall pay to the Contractor for the actual quantities supplied and installed in the performance of this Contract, subject to any additions or deductions provided therein, in current funds, an amount not to exceed the contract bid price of _____ dollars (\$ _____).

The foregoing bid price shall be the basis for establishing the amount of the performance and payment bonds, and is not to be construed to be a lump sum contract price. The quantities of the unit price items as stated in the Contractor's proposal are approximate only, and it is understood and agreed that payment will be made only on the actual quantities of work completed in place measured on the basis defined in the Contract conditions and the Contract specifications and at the unit prices stated.

Article III. Component Parts of this Contract. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Addendum Nos. _____, _____, _____, _____, and _____.
2. Special Conditions of the Contract.
3. General Conditions of the Contract.
4. Contract Drawings.
5. General Specifications.
6. Project Specifications.
7. Instructions to Bidders.
8. Advertisement for Bid.
9. Contractor's Proposal.
10. This Instrument.
11. Contractor's Performance and payment Bonds and Insurance Policies.
12. Attachment "A"

This Contract is intended to conform in all respects to applicable statutes of the State or County in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, said statute shall govern.

Article IV. Starting and Completion. The Contractor agrees to commence work under this Contract on a date to be specified in a written order from the Owner, and to fully complete all work included in the Contract to the point of conditional acceptance by the Owner within _____ consecutive calendar days including said date, and the liquidated damage provisions of this Contract, \$_____ per day, apply to this time period.

ATTEST:

Contractor

By:

President

ATTEST:

FREDERICK COUNTY, MARYLAND
Owner

By:

Jan H. Gardner, County Executive

Approved as to form and legal sufficiency:

Frederick County Attorney

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

_____ as Principal, and

_____ as Surety, are held and firmly bound unto Frederick County, Maryland, a body corporate and politic, in the full and just sum of _____ Dollars

(\$ _____) lawful money of the United States of America, to be paid to said Frederick County, Maryland or its attorney, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the above bounden _____, Contractor, (hereinafter called the Contractor) has entered or is about to enter into a contract with Frederick County, Maryland bearing even date herewith, among other things for the furnishing of all labor and materials necessary for the construction of

_____,
(Contract Name and Number)

(hereinafter called the Contract) in Frederick County, Maryland, and which Contract and all documents forming a part thereof shall be deemed a part hereof as fully as if set out herein, and

WHEREAS, it was one of the conditions of the award of said Contract and pursuant to which said Contract was entered into, that these presents should be executed.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that if the said Principal and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment for all materials furnished and/or all labor performed and services rendered in the prosecution and/or construction of the work provided for in said Contract or in any amendment or extension of or addition to said Contract which may be made with or without notice to the Surety, then the above obligation shall be void, otherwise to remain in full force and effect, PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) All persons, firms, and/or corporations who have furnished materials and/or performed labor or rendered services as aforesaid shall have a direct right action against the Principal and Surety on this bond, which right of action shall be asserted in proceedings instituted in any court of appropriate jurisdiction. Insofar as permitted by laws of the forum, such right action shall be asserted in a proceeding instituted in the name of Frederick County, Maryland to the use and benefit of the person instituting such action and all other persons having claims hereunder, and any person having claim hereunder shall have the right to be made a party to such proceedings (but not later than six months after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than six months after the complete performance of said Contract and final settlement thereof.

IN WITNESS WHEREOF, THE SAID _____
(Contractor)
has caused this bond to be signed in its name, by its President and its corporate seal to be hereon affixed, duly attested by its Secretary and the said _____
(Surety)
has caused this bond to be signed in its name by its _____ and its corporate seal to be hereon affixed, duly attested by its _____ this _____ day of _____, in the year _____.

WITNESS:

(Contractor) (SEAL)
BY: _____ (SEAL)
(President)
ATTEST: _____ (SEAL)
(Secretary)

WITNESS:

(Surety) (SEAL)
BY: _____ (SEAL)
(President)
ATTEST: _____ (SEAL)
(Secretary)

Approved as to form and legal sufficiency:

Frederick County Attorney

PERFORMANCE BOND

Bond No. _____

NOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as Principal, and

_____ as Surety, are held and firmly bound unto Frederick County, Maryland, a body corporate and politic, in the full and just sum of _____ Dollars

(\$_____) lawful money of the United States of America, to be paid to Frederick County, Maryland or to its attorney, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the above bounden _____, Contractor, (hereinafter called the Contractor) has entered or is about to enter into a contract with the said Frederick County, Maryland bearing even date herewith, among other things for the furnishing of all labor and materials necessary for the construction of _____, (Contract Name and Number) (hereinafter called the Contract) in Frederick County, Maryland and which Contract and all documents forming a part thereof shall be deemed a part hereof as fully as if set out herein, and

WHEREAS, it was one of the conditions of the award of said Contract and pursuant to which said Contract was entered into, the these presents should be executed.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that said Contractor shall well and truly perform, fulfill, and comply in all respects with all the

undertakings, covenants, terms, conditions, and agreements of said Contract, and all obligations thereunder, including the proposal, specifications, and/or drawings, etc., there referred to, and made a part thereof, during the original term of said Contract, and any extension or extensions there, that may be granted from time to time, by Frederick County, Maryland with or without notice to the Surety, and during the term or terms of any guarantee required under the proposal, specifications, and/or drawings, etc. and shall also well and truly perform fulfill, and comply in all respects with all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of said Contract that may be made hereafter, with or without notice to the Surety, and shall indemnify and save harmless Frederick County, Maryland, its agents and employees against and from all cost, expenses, damages, injury, or loss to which Frederick County, Maryland, its agents and employees may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the said Contractor, its agents or employees, or in any other manner arising, directly or indirectly from any and all causes whatsoever, in or about the execution of performance of the Contract, including said proposal, specifications, and drawings, etc. during the original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any guarantee arising under the terms and conditions of the proposal, specifications, and/or drawings, etc., and shall save and keep harmless Frederick County, Maryland, its agents, and employees against and for all losses to it from any cause whatsoever, including actual or alleged patent infringements in furnishing, delivering, and constructing complete the said Contract, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, THE SAID _____
(Contractor) has caused this bond to be signed in its name, by its President and its corporate seal
to be hereon affixed, duly attested by its Secretary and the said _____
(Surety) has caused this bond to be signed in its name by its _____ and its
corporate seal to be hereon affixed, duly attested by its _____ this _____ day of
_____, in the year _____.

WITNESS:

_____(SEAL)
(Contractor)

_____ BY: _____(SEAL)
(President)

_____ ATTEST: _____(SEAL)
(Secretary)

WITNESS:

_____(SEAL)
(Surety)

_____ BY: _____(SEAL)
(President)

_____ ATTEST: _____(SEAL)
(Secretary)

Approved as to form and legal sufficiency:

Frederick County Attorney

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that:

1. I am the _____ and the duly authorized representative of the firm
(Title)

_____ whose address is
(Name of Corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, any unit of the State, or any local government entity in the State (including a county, bi-county, or multi-county government entity) have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted, in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or under the laws of any State of the Federal Government. (Conduct prior to July 1, 1977 is not required to be reported.)
3. (State "None" or, as appropriate) list any conviction, plea, or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence of disposition, if any.

_____.

I acknowledge that this affidavit is to be furnished to Frederick County, Maryland, and where appropriate, to the Board of Public Works and the Attorney General under Maryland State Finance and Procurement Code Annotated, Section 16-202.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, Frederick County, Maryland may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Maryland State Finance and Procurement Code Annotated, Section 16-203, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into Contracts with the State or any of its agencies or subdivisions. I do solemnly declare and affirm under the penalties of perjury and upon personal knowledge that the contents of this affidavit are true and correct.

Date: _____ Signature: _____

**ATTACHMENT “A”
SUPPLEMENTARY CONDITIONS
CONTRACT NO. _____**

ARTICLE 24: CONTRACT SECURITY

In Paragraph 24.1, and the following sentence: “Such bonds shall remain in full force throughout the contract term, to include but not be limited to, the guarantee period in accordance with Article 30.1, and any extensions thereof, that may be granted from time to time by the owner, with or without notice to surety.”

ARTICLE 30: GUARANTEE

In paragraph 30.1, delete the last sentence, “In the event...under this guarantee.” And replace with the following: “In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by defects, the County may have the work accomplished by the surety company(ies) by invoking the provisions of the various bonds, or, at the discretion of the engineer, have the work accomplished and the contract amount retained used to pay for these repairs of the work or materials under guarantee.”

ATTACHMENT A

1. Modifications to “General Conditions and Standard Specifications for Water Mains, Sanitary Sewers and Related Structures” for Frederick County, MD, specifically, the Project Office Requirements (Effective 7/14/97).

Requirements of Standards Specifications Section 1800, Temporary Facilities and Environmental Protection are hereby modified:

- a. In Section C.5, insert a new paragraph after the existing second paragraph:

On projects funded by a developer, by means of a Public Works Agreement and with a contract duration of less than 90 days, an office is not required. This provision applies only to those developer projects not procured utilizing the Frederick County Purchasing Department’s procurement procedures. The following are requirements for projects with a contract duration of less than 90 days.

1. The contractor will provide and maintain temporary toilets for the Inspector’s use as also required in section C.3 of the specification.
2. Sanitary cooled drinking water is to be provided for the Inspector.
3. The funding developer or their representative must provide concurrence to the Construction Manager waiving the office requirement.

- b. In Section C.5.a, in the first sentence after “made ready for use...” add prior to issuance of Notice to Proceed and ...

2. Modifications to “Standard Details for Water Mains, Sanitary Sewers and Related Structures,” Detail No. 2 and No. 3

Change stone granular bedding material from ½ - ¾” size stone to Maryland State Highway Administration No. 57 stone. All other requirements of Detail No. 2 and No. 3 remain.

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions amend or supplement the *General Conditions and Standard Specifications for Water Mains, Sanitary Sewers and Related Structures*, Frederick County, Maryland, revised and approved December 13, 1983, and amended on July 20, 2006 by Resolution 06-30. All provisions which are not so amended or supplemented remain in full force and effect.

Page 14 – Delete Article 15.3.a in its entirety and replace with the following:

a. Original Contract Amount

<u>FROM</u>	<u>TO and INCLUDING</u>	
\$0	\$ 999,999.99	\$ 600/Calendar Day
\$1,000,000	\$1,999,999.99	\$1,000/Calendar Day
\$2,000,000	or more	\$2,000/Calendar Day